

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of All Security Interests

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
M.D. Sass Corporate Resurgence Partners III, L.P.		11/08/2004	LIMITED PARTNERSHIP:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	John M. Smyth Company
<b>Street Address:</b>	90 Price Parkway
<b>Internal Address:</b>	Suite 1
<b>City:</b>	Farmingdale
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11735
<b>Entity Type:</b>	CORPORATION: ILLINOIS

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1922052	JOHN M. SMYTH'S HOMEMAKERS

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)755-7306
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	212-326-3420
<b>Email:</b>	aevieta@jonesday.com
<b>Correspondent Name:</b>	Amy Vieta
<b>Address Line 1:</b>	222 E. 41st St.
<b>Address Line 2:</b>	Jones Day
<b>Address Line 4:</b>	New York, NEW YORK 10017

<b>NAME OF SUBMITTER:</b>	Amy Vieta
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## RELEASE OF TRADEMARK SECURITY AGREEMENT

1.

JOHN M. SMYTH COMPANY, a corporation organized and existing under the laws of the State of Illinois, having an address at 90 Price Parkway, Suite 1, Farmingdale, New York 11735 ("Grantor"), entered into a certain Trademark Security Agreement, dated as of June 19, 2003, recorded in the United States Patent and Trademark Office on November 21, 2003, at Reel 2867, Frame 0531 (the "Trademark Security Agreement"), whereby M.D. SASS CORPORATE RESURGENCE PARTNERS III, L.P., having an address at 10 New King Street, C/O Resurgence Asset Management, L.L.C., White Plains, New York 10604 (the "Grantee"), was granted a security interest in certain trademarks and service marks defined therein as the "Trademark Collateral."

2.


The Grantee without representation, warranty or recourse of any manner hereby terminates, releases and discharges all its security interest in the Trademark Collateral and all other security interests granted under the Trademark Security Agreement, including without limitation its security interest in the trademarks and service marks and registrations set forth on Exhibit "A" attached hereto and incorporated herein by reference. Any right, title or interest of the Grantee in such Trademark Collateral shall hereby cease and become void.

3.

The Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby at Grantor's expense.

IN WITNESS WHEREOF, Grantee has caused this document to be executed on its behalf as of the 8<sup>th</sup> day of November, 2004.

M.D. SASS CORPORATE RESURGENCE PARTNERS III, L.P.

By:   
Name: Robert T. Simonston  
Title: Managing Director

STATE OF New York

COUNTY OF Westchester

On this 8<sup>th</sup> day of November, 2004, before me appeared Robert T. Symington,  
the person who signed this document in his/her capacity as Managing Director of M.D.  
SASS CORPORATE RESURGENCE PARTNERS III, L.P., who acknowledged that he/she  
signed it as a free act on behalf of the identified corporation with authority to do so.

Mary Ellen DeNunzio  
Notary Public

Commission Expiration Date: December 16, 2006

[NOTARIAL SEAL]

MARY ELLEN DeNUNZIO  
Notary Public, State of New York  
No. 01DE6084768  
Qualified in Westchester County  
Commission Expires Dec. 16, 2006

**Exhibit "A"**

**U.S. TRADEMARK AND SERVICE MARK REGISTRATIONS**

Mark

Registration No.

"JOHN M. SMYTH'S HOMEMAKERS"

1922052